

**EXHIBIT A**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
ZEN JV, LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 25-11195 (JKS)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	

**ORDER APPROVING STIPULATION  
REJECTING CERTAIN MASTER APPLICATION  
SERVICE PROVIDER AGREEMENT WITH VERINEXT**

Upon consideration of the stipulation attached hereto as **Exhibit 1** (the “**Stipulation**”)<sup>2</sup> by and between Zen JV, LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), and Verinext Corp. (fka Forty8Fifty Labs, LLC) (“**Verinext**,” and together with the Debtors, the “**Parties**”) with respect to the Parties’ agreement regarding the rejection of the Contract; and the Court having jurisdiction to consider the Stipulation in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Stipulation; and after due deliberation and sufficient cause appearing therefore

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each debtor’s federal tax identification number (to the extent applicable), are: Zen JV, LLC (0225); Monster Worldwide LLC (6555); FastWeb, LLC; Monster Government Solutions, LLC (5762); Camaro Acquisition, LLC; CareerBuilder, LLC (6495); CareerBuilder Government Solutions, LLC (6426); Luceo Solutions, LLC (4426); CareerBuilder France Holding, LLC (9339); and Military Advantage, LLC (9508). The Debtors’ address is 200 N LaSalle Street #900, Chicago, IL 60601.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Stipulation.

**IT IS HEREBY ORDERED THAT:**

1. The Stipulation attached hereto as **Exhibit 1** is hereby APPROVED.
2. The Parties are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.
3. The terms and provisions of the Stipulation shall immediately be effective and enforceable upon entry of this Order.
4. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**EXHIBIT 1**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
ZEN JV, LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 25-11195 (JKS)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	
	X	

**STIPULATION REJECTING CERTAIN MASTER  
APPLICATION SERVICE PROVIDER AGREEMENT WITH VERINEXT**

This stipulation (the “**Stipulation**”) is entered into by and between Zen JV, LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), and Verinext Corp. (fka Forty8Fifty Labs, LLC) (“**Verinext**,” and together with the Debtors, the “**Parties**,” and each, a “**Party**”), by and through their undersigned counsel, hereby stipulate as follows:

**WHEREAS**, Debtor CareerBuilder, LLC and Verinext entered into that certain Master Application Service Provider Agreement, dated March 20, 2017 (including all Orders, SOWs and agreements thereunder, including, without limitation, HPE GreenLake SOW Order and Atlassian Order) (the “**Contract**”);

**WHEREAS**, on June 24, 2025, the Debtors commenced with the United States Bankruptcy Court for the District of Delaware (the “**Court**”) voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”);

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each debtor’s federal tax identification number (to the extent applicable), are: Zen JV, LLC (0225); Monster Worldwide LLC (6555); FastWeb, LLC; Monster Government Solutions, LLC (5762); Camaro Acquisition, LLC; CareerBuilder, LLC (6495); CareerBuilder Government Solutions, LLC (6426); Luceo Solutions, LLC (4426); CareerBuilder France Holding, LLC (9339); and Military Advantage, LLC (9508). The Debtors’ address is 200 N LaSalle Street #900, Chicago, IL 60601.

**WHEREAS**, the Debtors and Verinext have engaged in discussions regarding the Debtors' rejection of the Contract under section 365 of the Bankruptcy Code; and

**WHEREAS**, the Debtors and Verinext have reached an agreement with respect to the rejection of the Contract;

**NOW, THEREFORE**, the Parties, by and through their respective counsel, in consideration of the foregoing recitals and the promises set forth herein, which are subject only to Court approval, hereby stipulate and agree as follows:

1. The foregoing recitals are hereby fully incorporated into and made an express part of this Stipulation.

2. The Contract shall be deemed rejected under section 365 of the Bankruptcy Code as of September 30, 2025.

3. Any claims based on the rejection of the Contract shall be filed in accordance with the applicable bar date for filing proofs of claims established by the *Order (I) Establishing a General Bar Date to File Proofs of Claim, (II) Establishing a Bar Date to File Proofs of Claim by Governmental Units, (III) Establishing a Rejection Damages Bar Date, (IV) Establishing an Amended Schedules Bar Date; (V) Approving the Form and Manner for Filing Proofs of Claim, (VI) Approving the Proposed Notices of Bar Dates, (VII) Approving Procedures with Respect to Service of the Proposed Notice of Bar Dates, and (VIII) Granting Related Relief* [Docket No. 298]; provided, however, Verinext agrees that it shall not assert an administrative expense claim against the Debtors arising from the rejection of the Contract or otherwise.

4. This Stipulation constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer

upon any other person any rights or remedies hereunder.

5. The undersigned persons represent and warrant that they have full authority to execute this Stipulation and that the respective Parties have full knowledge of and have consented to this Stipulation.

6. Each Party shall bear its own attorneys' fees and costs with respect to the execution and delivery of this Stipulation.

7. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. This Stipulation may not be amended without the express written consent of all Parties hereto.

9. This Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

10. This Stipulation shall be binding upon the Parties hereto and upon all of their affiliates, assigns and successors.

11. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

12. The Court retains jurisdiction over any and all disputes or other matters arising under or otherwise relating to this Stipulation.

*[Remainder of page intentionally left blank]*

Dated: September 30, 2025  
Wilmington, Delaware

/s/ Huiqi Liu

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*Co-Counsel for Debtors and Debtors in Possession*



Dated: September 30, 2025  
Wilmington, Delaware

/s/ Sven T. Nylén

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